

1 GREENBERG TRAURIG, LLP
2 Howard J. Steinberg (SBN CA 89291)
3 1840 Century Park East, Suite 1900
4 Los Angeles, California 90067-2121
5 Telephone: 310.586.7700
6 Facsimile: 310.586.7800
7 Email: steinbergh@gtlaw.com
8 Attorneys for Defendants
9 BLUE WOLF CAPITAL PARTNERS, LLC
10 BLUE WOLF CAPITAL FUND II, L.P.
11 BLUE WOLF CAPITAL ADVISORS L.P.

7 **UNITED STATES BANKRUPTCY COURT**
8 **CENTRAL DISTRICT OF CALIFORNIA**
9 **NORTHERN DIVISION**

11 In re
12 CHANNEL TECHNOLOGIES GROUP, LLC,
13 Debtor,

14 CORPORATE RECOVERY ASSOCIATES,
15 LLC, as Trustee for the Liquidating Trust of
16 Channel Technologies Group, LLC,

17 Plaintiffs.

18 v.

19 BLUE WOLF CAPITAL PARTNERS, LLC,
20 BLUE WOLF CAPITAL FUND II, L.P.,
21 GLADSTONE INVESTMENT
22 CORPORATION, BLUE WOLF CAPITAL
23 ADVISORS, L.P., FIDUS INVESTMENT
24 CORPORATION, FIDUS MEZZANINE
25 CAPITAL, II, L.P., AVANTE MEZZANINE
26 PARTNERS SBIC, LP, AVANTE
27 MEZZANINE II, INC., PENGDI HAN,
28 DHAN, LLC, GRANT THORNTON, LLP,
CTG ADVANCED MATERIALS, LLC, CTS
CORPORATION, ELECTRO OPTICAL
INDUSTRIES, DUFF & PHELPS, and CIT
BANK, N.A,

Defendants.

CASE NO. 9:16-bk-11912-DS

Chapter 11

Adv. No. 9:18-ap-01058-DS

**NOTICE OF MOTION AND MOTION BY
DEFENDANTS BLUE WOLF CAPITAL
PARTNERS, LLC, BLUE WOLF CAPITAL
FUND II, L.P., AND BLUE WOLF CAPITAL
ADVISORS, L.P. TO COMPEL FURTHER
RESPONSES TO RULE 26(a) INITIAL
DISCLOSURES; STIPULATION OF
DISPUTED ISSUES (Local Bankruptcy Rule
7026-1(c)(3))**

DATE: December 9, 2020

TIME: 11:30 a.m.

PLACE: Courtroom 201

1 **TO THE HONORABLE DEBORAH J. SALTZMAN, UNITED STATES BANKRUPTCY**
2 **JUDGE AND TO THE PLAINTIFF AND ITS COUNSEL:**

3 **PLEASE TAKE NOTICE** that on December 9, 2020, at 11:30 a.m., or as soon thereafter as the
4 matter may be heard, a hearing will be conducted before the Honorable Deborah J. Saltzman, United
5 States Bankruptcy Judge, in Courtroom 201 of the United States Bankruptcy Court located at 1415 State
6 Street, Santa Barbara, California, 93101, to consider the Motion of Defendants Blue Wolf Capital
7 Partners, LLC, Blue Wolf Capital Fund II, L.P., and Blue Wolf Capital Advisors L.P., (collectively, the
8 “Blue Wolf Entities”) (the “Motion”) to compel further responses to Plaintiff Corporate Recovery
9 Associates, LLC, as Trustee for the Liquidating Trust of Channel Technologies Group, LLC (“Trustee”)
10 Rule 26(a) Initial Disclosures, pursuant to Rule 7026 of the Federal Rules of Bankruptcy Procedure and
11 Rule 26(a) of the Federal Rules of Civil Procedure. As further set forth in the Motion, Trustee’s Rule
12 26(a) Initial Disclosures are wholly inadequate.

13 The parties have met and conferred in an effort to resolve their dispute concerning the sufficiency
14 of Trustee’s Initial Disclosures. They were unable to reach an agreement and have entered into a
15 Stipulation, which is attached to this Motion, which sets forth the dispute and the parties’ positions with
16 respect to the adequacy of the Initial Disclosures.

17 **PLEASE TAKE FURTHER NOTICE** that pursuant to Local Bankruptcy Rule 9013-1(f),
18 anyone who wishes to oppose this Motion must do so in a writing that complies with the rules of practice
19 and procedure before the United States Bankruptcy Court for the Central District of California, and must
20 ensure that that such opposition is filed with the Court no later than fourteen (14) days before the hearing
21 on the Motion. The opposition must be served on GT at the following address:

22 Howard J. Steinberg, Esq.
23 Greenberg Traurig, LLP
24 1840 Century Park East, Suite 1900
25 Los Angeles, CA 90067

26 DATED: November 18, 2020

27 GREENBERG TRAURIG, LLP

28 By: /s/ Howard J. Steinberg
29 Howard J. Steinberg
30 Attorneys for Defendants
31 BLUE WOLF CAPITAL PARTNERS, LLC
32 BLUE WOLF CAPITAL FUND II, L.P.
33 BLUE WOLF CAPITAL ADVISORS L.P.

1 **STIPULATION RE: DISPUTED ISSUES**

2 Per Local Bankruptcy Rule 7026-1(c)(3), the disputed issue is as to the sufficiency of Trustee's
3 Rule 26(a) Initial Disclosures. The dispute is specific to Trustee's disclosure of "documents,
4 electronically stored information, and tangible things that the disclosing party has in its possession,
5 custody, or control and may use to support its claims or defenses," per Rule 26(a)(1)(A)(ii), and Trustee's
6 disclosure of witnesses, per Rule 26(a)(1)(A)(i).

7 **I. INTRODUCTION**

8 In ruling upon motions to dismiss by the defendants to the Second Amended Complaint
9 ("Complaint") filed by the Trustee, the Court was required to assume the truthfulness of the allegations in
10 the pleading. Going forward, such assumptions no longer apply. This is of particular import because the
11 narrative set forth by the Trustee in the Complaint is so egregiously false as to give rise to potential
12 liability under Bankruptcy Rule 9011. The Trustee contends that over \$75 million was fraudulently
13 transferred by the debtor, Channel Technologies Group, LLC ("CTG"), on account of its paying for
14 obligations for which it was not liable or for which it did not receive reasonably equivalent value. The
15 Trustee sets forth over 500 transfers that he seeks to avoid. The Trustee also contends that a subsidiary
16 of defendants Blue Wolf Capital Partners, LLC, Blue Wolf Capital Fund II, L.P., and Blue Wolf Capital
17 Advisors L.P., (collectively, the "Blue Wolf Entities"), BW Piezo Holdings, LLC ("BWP"), acquired
18 CTG Advanced Materials, LLC ("Advanced Materials") using CTG's assets and that CTG's assets were
19 used to pay Advanced Materials' liabilities to such a degree that alter ego liability should be imposed and
20 that monies realized from a subsequent sale of Advanced Materials should have been paid to CTG rather
21 than to BWP. In fact, the opposite is the truth. Tens of millions of dollars from the profits realized from
22 the operations and subsequent sale of Advanced Materials were used to fund CTG's operations

23 A small sampling of the misrepresentations and distortions follows:

24 • The Trustee alleges that over \$33 million in payments that CTG made to CIT Bank
25 ("Bank") should be avoidable. (Complaint, paras. 165, 189, 209). The Trustee ignores the fact that CTG
26 drew down more than this amount from Bank under a line of credit to support its business operations.
27 Thus, the Trustee only presents one side of the ledger and ignores the fact that CTG received more
28 money from Bank than it repaid. How or why such payments could possibly be a fraudulent transfer are

1 not explained. The Trustee also ignores the fact that even the interest that accrued on the borrowings
2 from Bank by CTG were paid by BWP.

3 • The Trustee refers to payments made by CTG to a number of professionals who provided
4 services to CTG and says that millions of dollars in payments made to the professionals did not constitute
5 reasonably equivalent value since the service providers also rendered services in some instances to
6 Advance Materials and BWP. The Trustee ignores the fact that over \$13 million in profits generated by
7 Advanced Materials were downstreamed to CTG so that it could make these payments.

8 • The Trustee alleges that the acquisition of Advanced Materials left CTG without sufficient
9 resources since it was a joint obligor on a line of credit that was used to fund the acquisition. The Trustee
10 ignores the fact that as of the time of the acquisition of Advanced Materials over \$20 million in CTG's
11 debt to lenders was repaid at no cost to CTG, that CTG did not pay any funds to support the bank debt
12 used to make the acquisition, and that when Advanced Materials was sold, the entire bank line was
13 repaid, including unpaid borrowings by CTG, at no cost to CTG. While the Trustee alleges that CTG's
14 cash was used to make the acquisition (Complaint, para. 35), the Blue Wolf Entities are unaware of any
15 evidence to support this claim.

16 • The Trustee contends that many millions of dollars in transfers that took place in 2012 and
17 2013 that predate the acquisition of Advanced Materials are avoidable. At the time these transfers
18 occurred, BWP was (and has always been) merely a holding company. The underlying obligations were
19 incurred in connection with CTG's business operations and there is no plausible argument to support the
20 Trustee's contentions.

21 • The Trustee falsely represents CTG as habitually having financial problems. CTG was
22 profitable, and the need for it to file bankruptcy only arose when contracts were entered into with
23 government entities in or about 2015, when CTG operated under the direction of Ralph Phillips. The
24 contracts were very unprofitable, and the government refused to renegotiate them. As a consequence,
25 Mr. Phillips was terminated. The Trustee cites to baseless allegations in a complaint filed by Mr. Phillips
26 which is attached as an exhibit to the Complaint notwithstanding the fact that the Phillips' complaint has
27 since been dismissed and Phillips did not proceed with his meritless claims.

28 • The Trustee falsely contends that Electro-Optical Industries ("EOI") was one of the most

1 valuable subsidiaries of CTG and was sold a few months prior to the bankruptcy in 2016 at a “cut-rate”
2 price to forestall CTG’s bankruptcy a few months. In fact, EOI had been losing money for several years
3 and was sold with the help of an investment banking firm that solicited more than 40 companies in an
4 effort to secure the best price for EOI.

5 In support of the Trustee’s Complaint, he relies upon a few documents which mistakenly refer to
6 Advanced Materials as a subsidiary or division of CTG even though all public filings state to the
7 contrary. The Trustee also relies upon a few emails that discuss intercompany payments. Given the
8 enormity of the amount of the Trustee’s claims coupled with the paucity of factual allegations which
9 demonstrate their validity, the need to obtain information about both documentary and testimonial
10 support for the claims is paramount. As noted in the Stipulation below setting forth the parties’ positions,
11 rather than provide documents which support the claims or identify them as required by Rule 26, the
12 Trustee instead directs the defendants to review the entirety of the documents in the Trustee’s possession,
13 which number tens of millions of pages, and discern on their own which documents support the Trustee’s
14 claims. Rather than identify witnesses who are likely to provide evidence to support the Trustee’s claims
15 as required by Rule 26, he sets forth a list of 16 persons who “may” have knowledge which will support
16 the claims. Some of these witnesses are employed by Blue Wolf Entities and will most certainly not
17 support the Trustee’s claims. The Trustee cannot even identify the location of others, so how the Trustee
18 could conclude the testimony will be helpful is a mystery. Against this backdrop, the Trustee proposed in
19 the Joint Status Report that discovery be concluded in two months from now. A copy of the Plaintiff’s
20 Initial Disclosures Under Rule 26 is attached hereto as Exhibit “B.”

21 By failing to comply with obligations imposed by Rule 26, the Trustee has impaired the ability of
22 all defendants to have a fair opportunity to prepare for trial. The Blue Wolf Entities seek only the basic
23 right to receive documents which support the Trustee’s claims so that they can adequately prepare for and
24 conduct depositions. They should not be subject to tactics designed to obfuscate or ambush them at
25 depositions and, potentially, at trial. They should also not be put to the expense of having to depose
26 witnesses who are identified but will not in fact testify in a manner that supports the Trustee’s claims.
27 Accordingly, it is respectfully requested that the Court order the Trustee to comply with Rule 26
28 obligations and afford the Blue Wolf Entities sufficient time to conduct discovery and move for summary

1 judgment with respect to the Trustee's meritless claims.

2 **II. STIPULATED FACTS AND LAW PERTAINING TO RULE 26 DISPUTE**

3 Attached as "Exhibit" A hereto is a submission by the parties setting forth the factual and legal
4 basis of their positions with respect to the sufficiency of the Rule 26 disclosures made by the Trustee.

5 **III. CONCLUSION**

6 For the foregoing reasons, the Blue Wolf Entities respectfully request that the Court order Trustee
7 to comply with Rule 26(a) and provide further responses and disclosures in its Initial Disclosures.

8

9 DATED: November 18, 2020

GREENBERG TRAURIG, LLP

10

11 By /s/ Howard J. Steinberg
Howard J. Steinberg
12 Attorneys for Defendants
13 BLUE WOLF CAPITAL PARTNERS, LLC
14 BLUE WOLF CAPITAL FUND II, L.P.
15 BLUE WOLF CAPITAL ADVISORS L.P.

16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

1 GREENBERG TRAURIG, LLP
2 Howard J. Steinberg (SBN CA 89291)
3 1840 Century Park East, Suite 1900
4 Los Angeles, California 90067-2121
5 Telephone: 310.586.7700
6 Facsimile: 310.586.7800
7 Email: steinbergh@gtlaw.com

8
9 Attorneys for Defendants
10 BLUE WOLF CAPITAL PARTNERS, LLC
11 BLUE WOLF CAPITAL FUND II, L.P.
12 BLUE WOLF CAPITAL ADVISORS L.P.

13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
NORTHERN DIVISION

12 In re
13 CHANNEL TECHNOLOGIES GROUP, LLC,
14 Debtor,

15
16 CORPORATE RECOVERY ASSOCIATES,
17 LLC, as Trustee for the Liquidating Trust of
18 Channel Technologies Group, LLC,

19 Plaintiffs.
20 v.

21 BLUE WOLF CAPITAL PARTNERS, LLC,
22 BLUE WOLF CAPITAL FUND II, L.P.,
23 GLADSTONE INVESTMENT
24 CORPORATION, BLUE WOLF CAPITAL
25 ADVISORS, L.P., FIDUS INVESTMENT
26 CORPORATION, FIDUS MEZZANINE
27 CAPITAL, II, L.P., AVANTE MEZZANINE
28 PARTNERS SBIC, LP, AVANTE
MEZZANINE II, INC., PENGDI HAN,
DHAN, LLC, GRANT THORNTON, LLP,
CTG ADVANCED MATERIALS, LLC, CTS
CORPORATION, ELECTRO OPTICAL
INDUSTRIES, DUFF & PHELPS, and CIT
BANK, N.A,

Defendants.

CASE NO. 9:16-bk-11912-DS

Chapter 11

Adv. No. 9:18-ap-01058-DS

STIPULATION OF DISPUTED ISSUES

DATE: December 9, 2020
TIME: 11:30 a.m.
PLACE: Courtroom 201

1
CASE NO. 9:16-bk-11912-DS

STIPULATION OF DISPUTED ISSUES

1 **STIPULATION RE: DISPUTED ISSUES**

2 Per Local Bankruptcy Rule 7026-1(c)(3), the disputed issue is as to the sufficiency of Trustee's
3 Rule 26(a) Initial Disclosures. The dispute is specific to Trustee's disclosure of "documents,
4 electronically stored information, and tangible things that the disclosing party has in its possession,
5 custody, or control and may use to support its claims or defenses," per Rule 26(a)(1)(A)(ii), and Trustee's
6 disclosure of witnesses, per Rule 26(a)(1)(A)(i).

7 A. The Trustee's Disclosures Under F.R.C.P. 26(a)(1)(A)(ii).

8 1. The Blue Wolf Entities' Position

9 Federal Rule of Civil Procedure Rule 26(a)(1)(A)(ii) requires each party to provide "a copy—or a
10 description by category and location—of all documents, electronically stored information, and tangible
11 things that the disclosing party has in its possession, custody, or control and may use to support its claims
12 or defenses, unless the use would be solely for impeachment." Fed. R. Civ. P. 26(a)(1)(A)(ii). Trustee
13 served its Initial Disclosures on January 21, 2020. The Disclosures were not accompanied by copies of
14 any documents, and thus the Blue Wolf Entities expected that Trustee would provide a "description by
15 category and location," as allowed by the Rule. Trustee did not do so. Instead, the Initial Disclosures
16 made references to the complete set of electronic documents in Trustee's possession, as well as 166
17 boxes of documents. This entails tens of millions of pages of documents, most of which are irrelevant to
18 this litigation. No description of these documents was provided.

19 Rule 26(a)(1)(A)(ii) and Ninth Circuit case law analyzing the Rule does not allow for this kind of
20 vague, broad document "description." *See R & R Sails, Inc. v. Ins. Co. of the Pa.*, 673 F.3d 1240, 1246-
21 47 (9th Cir. 2012) (holding that a party did not comply with its disclosure requirements under Rule 26
22 where it did not provide an adequate description of documents it intended to present at trial). In fact, even
23 broad or vague descriptions of **categories** of documents in a party's initial disclosures has been found to
24 be a violation of the Rule 26 disclosure obligations. *See Dhaliwal v. Singh*, No. 1:13-cv-00484-LJO-
25 SKO, 2014 U.S. Dist. LEXIS 89670, at *23 (E.D. Cal. Jun. 28, 2014) (granting motion to compel and
26 determining that party failed to comply with Rule 26 where it identified and described four broad
27 categories of documents, and holding that "[t]he broad categories gives no notice to [opposing party]

1 which documents [disclosing party] may use to support their claims.”); *see also N. Am. Lubricants Co. v.*
2 *Terry*, No. CIV S-11-1284 KJM GGH, 2011 U.S. Dist. LEXIS 133672, at *14-15 (E.D. Cal. Nov. 18,
3 2011) (citing Fed. R. Civ. P. 26(a)(1)(A)(ii)) (granting motion to compel compliance with Rule 26
4 requirements where plaintiff only provided broad description of categories of documents, and holding
5 that the categories were “so broad as to be meaningless and do not provide defendants with any notice as
6 to which documents, or at least which categories of documents, [plaintiff] may use to support its claims,”
7 and further ordering that plaintiff “supplement its disclosures by providing copies or a ‘description by
8 [specific] category and location of all documents, electronically stored information, and tangible things in
9 its possession, custody, or control.’”); *Cervantes v. Zimmerman*, No. 17-cv-1230-BAS-NLS, 2019 U.S.
10 Dist. LEXIS 64423, at *15 (S.D. Cal. Apr. 11, 2019) (holding that “[v]ague descriptions of documents
11 are insufficient” as to Rule 26 disclosures); *Pervaiz A. Chaudhry v. Smith*, No. 1:16-cv-01243-SAB, 2020
12 U.S. Dist. LEXIS 30327, at *87 (E.D. Cal. Feb. 21, 2020) (disapproved of on other grounds) (holding
13 that a description of a category of documents stating “post-surgical dictation transcript” was too vague to
14 “reasonably inform the defendants” of the nature of the documents, thereby rendering the Rule 26
15 disclosures inadequate); *Ingenco Holdings, LLC v. Ace Am. Ins. Co.*, No. C13-543RAJ, 2016 U.S. Dist.
16 LEXIS 120981, at *11-12 (W.D. Wash. Sept. 7, 2016) (finding Rule 26 disclosures inadequate where
17 plaintiffs’ description of evidence was vague and failed to “describe[]...the evidentiary basis for their
18 claim.”).

19 Here, Trustee did not even provide a description of *categories* of documents it seeks to use to
20 support its claims and defenses; it only disclosed all the documents in its inventory, and provided neither
21 categories of documents, nor a description of any such category. While the Trustee makes reference to an
22 index, that index only relates to the 166 boxes of documents which number a few hundred thousand
23 pages. There is no index or categorization with respect to the tens of millions of pages of documents
24 produced electronically. As demonstrated above, this type of sandbagging does not come close to
25 satisfying Trustee’s obligations under Rule 26. In fact, the Ninth Circuit has explicitly held that “[t]he
26 theory of disclosure under the Federal Rules of Civil Procedure is to encourage parties to try cases on the
27 merits, not by surprise, and not by ambush.” *Ollier v. Sweetwater Union High Sch. Dist.*, 768 F.3d 843,
28

862 (9th Cir. 2014). It is wholly inappropriate and contrary to the Rules to require the Blue Wolf Entities to guess as to which documents allegedly support Trustee’s claims and defense. Thus, contrary to the rule, Trustee has not produced the documents it will use to support its claims in a manner that allows the Blue Wolf Entities to have any idea as to what documents Trustee believes are germane, and Trustee must provide further responses and supplement its Initial Disclosures to comply with its obligations under Rule 26.

2. The Trustee's Position

The Trustee has more than sufficiently complied with Rule 26(a)(1)(A)(ii) by **both** providing a copy of all documents that are in Trustee's possession, custody, and control, and which it may use to support its claims or defenses, **and** by describing by category and location these documents. The Blue Wolf Entities' request is unsupported by law or fact, and must be denied for several reasons.

First, the Blue Wolf Entities imply that the Trustee has not produced any documents because the Trustee’s Initial Disclosures were not “accompanied” by copies of any documents. To be clear, the Trustee **has produced all** documents that are currently in Trustee’s possession, including PST email files and electronic data in the state court lawsuit. The Trustee has also made available for the Blue Wolf Entities to inspect and copy—which they did so in 2019—the 166 banker’s boxes reflecting CTG’s physical books and records and which are organized with an index. The Trustee has offered to re-produce all of these documents upon entry of the proposed protective order submitted by the parties. However, counsel for the Blue Wolf Entities has represented that it does not need to inspect and copy the Storage Documents or have the electronic documents re-produced again for this litigation.

Second, The Blue Wolf Entities cite to no case law which requires a party to go above and beyond the requirements of Rule 26 to provide descriptions of the categories and locations it has in its possession, custody, and control and may use to support its claim where that party has *actually produced copies of these documents*. In each of the three cases cited by the Blue Wolf Entities—two of which are unpublished and from a different district—the courts found that the parties’ disclosures were insufficient because each party failed to both provide a copy of all of the documents that it had in its possession, custody, or control, and may use to support its claims, and did not describe by category and location

1 these documents.

2 For example, in *R&R Sails, Inc.*, the Court held that “ Rule 26(a)(1)(A)(ii) required R & R to
3 produce *either a copy or a description* of the documents on which it based its damages calculation. R &
4 R *did neither* when it made its Rule 26(a)(1) disclosures.” 673 F.3d 1240, 1246-47.

5 Similarly, in *Dhaliwal*, the Plaintiffs complained that they had not “received a single document
6 from Defendants, and in other state court litigation and bankruptcy proceedings involving many of these
7 parties, Defendants have not produced any documents.” 2014 WL 2957310, at *4. In that case, the court
8 recognized *twice* that Rule 26(a)(1)(A)(ii) “requires only that the disclosing party provide ‘a copy—or a
9 *description by category and location*—of all documents. . . .” *id.* at *5 (emphasis in original), and that
10 “Rule 26(a)(1)(A)(ii) requires that “a copy—or a description—of all documents” that the disclosing party
11 has . . . shall be provided to the other parties,” *id.* at 7*. Again, the issue in *Dhaliwal* was that the
12 defendants *neither* produced a copy of documents *nor* did they provide a description by category and
13 location of documents in compliance with Rule 26.

14 Likewise, in *N. Am. Lubricants*, the issue before the court was whether plaintiff’s descriptions of
15 the categories of documents—in the absence of actually producing a copy of documents—was sufficient
16 under Rule 26. Notably, in *N. Am. Lubricants*, the plaintiff “indicated its willingness to provide
17 defendants with a copy of the ‘Constant Contact’ database subject to the entry of a protective order.”
18 2011 WL 5828232, at *6. The court found that this production “would provide defendants with adequate
19 notice of the trade secrets plaintiff claims,” and ordered plaintiff to provide defendants with a copy of this
20 document. *Id.*

21 These cases are inapposite to the facts here: rather than providing scant and broad descriptions of
22 the categories of documents, as was the case in *R&R Sails*, *Dhaliwal*, and, *N. Am Lubricants*, the Trustee
23 has taken the extra effort to actually *provide copies* of all of the documents it may use and rely upon in
24 this case. The Blue Wolf Entities have not—and cannot—cite to any case law which compels Trustee to
25 do what the Blue Wolf Entities are seeking, i.e., to identify in detail every document that Trustee has
26 produced. Nor can the Blue Wolf Entities cite to any case law where a court found that a party’s initial
27 disclosures were insufficient because it *produced* documents rather than describing the documents.

1 Third, the Blue Wolf Entities' complaint lacks merit because the Trustee has indeed described by
2 category and location a description of the documents which it has produced in further compliance with
3 Rule 26. Specifically, the Trustee describes in its initial disclosures that the electronic data "includes
4 PST email files for its employees and CTG's electronic books and records." *See* Exhibit A, the Trustee's
5 Initial Disclosures at 7. These documents are sorted through a directory and are text-searchable.
6 Moreover, the Trustee has made available for inspection and copying 166 banker's boxes, which are
7 organized with an Index. The Trustee states in its Initial Disclosures that "The Index provides a box
8 number, a date range, and a description. Each box also has [a] clearly-marked label that corresponds with
9 the Index." The Trustee further specifies that "These Storage Documents are currently located in a
10 storage unit in San Diego." *Id.*

11 Fourth, the Blue Wolf Entities' complaint that the documents produced are "irrelevant to this
12 litigation" lacks substantiation in fact or law. The Blue Wolf Entities' beliefs that certain documents
13 produced are irrelevant to the Trustee's claims has no bearing on Trustee's obligations to disclose
14 documents it believes are relevant to its claims.

B. The Trustee's Disclosures Under F.R.C.P. 26(a)(1)(A)(i) Are Insufficient

1. The Blue Wolf Entities' Position

17 Rule 26(a)(1)(A)(i) provides that the disclosing party must disclose “the name and, if known, the
18 address and telephone number of each individual **likely to have** discoverable information—along with the
19 subjects of that information—that the disclosing party may use to support its claims or defenses, unless
20 the use would be solely for impeachment.” Fed. R. Civ. P. 26(a)(1)(A)(i) (emphasis added). In its Initial
21 Disclosures, Trustee listed witnesses who “may have” knowledge of various broad categories of subjects.
22 This is insufficient; as specified above, Trustee must disclose names of people who will **likely** have
23 knowledge of subjects to support its claims. Such vague and broad disclosures prejudice the Blow Wolf
24 Entities, and will force them to waste time deposing unnecessary witnesses who “may” not have any
25 discoverable information; this gamesmanship is contrary to the purpose of the Rule 26 disclosure rules,
26 which is to “help focus the discovery that is needed, [] facilitate preparation for trial or
27 settlement....[and] assist other parties in deciding which depositions will actually be needed.” *Vincent v.*

1 *Classic Party Rentals, Inc.*, No. CV 09-28-RGK (AGRx), 2009 U.S. Dist. LEXIS 138829, at *13 (C.D.
2 Cal. Oct. 27, 2009); *see also Parra v. City of Santa Ana*, SACV 11-00855-JVS (ANx), 2012 U.S. Dist.
3 LEXIS 202391, at *6 (C.D. Cal. Aug. 6, 2012) (holding that initial disclosures were inadequate and
4 “flawed” where the information disclosed did not assist the opposing party in preparing its defense).
5 Thus, in order to comply with its obligations under Rule 26, Trustee must amend its Disclosures and
6 disclose the names of witnesses who are *likely* to have information about the topics to which Trustee
7 makes reference in its Disclosures whose testimony will support its claims.

8 2. Trustee’s Position

9 The lone case cited by the Blue Wolf Entities for their contention that the Trustee’s disclosure of
10 witnesses pursuant to Rule 26(a)(1)(A)(i) is insufficient relates to a party’s failure to meet the standard of
11 Rule 26(a)(2)(B)(i), which governs the disclosure of expert witness opinions. 2012 WL 13018578, at *2.

12 Nevertheless, the Trustee has identified only 17 witnesses—compared to the Blue Wolf Entities’
13 23 witnesses—who are likely to have discoverable information that the Trustee may use to support its
14 claims or defenses. **Seven** of the Blue Wolf Entities’ witnesses overlap with the Trustee’s witnesses.
15 Only two of the Trustee’s identified witnesses are party-witnesses; the remaining 15 witnesses are third-
16 parties. The Blue Wolf Entities’ further conveniently omit that 7 of the witnesses identified by Trustee
17 are currently or formerly represented by counsel for the Blue Wolf Entities.

18 The Trustee identifies in detail the various subject-matters each witness may have knowledge of
19 and identified their relevance to this litigation, and provides more detail than the Blue Wolf Entities. For
20 example, the Trustee identifies Lynn Chen as a witness who likely has discoverable information as
21 follows:

22
23
24
25
26
27
28

1	Lynn Chen c/o Steve McAndrew steve@kmcllp.com KAUFMAN MCANDREW LLP 16633 Ventura Boulevard, Suite 500 Encino, CA 91436 T: 818.788.5767 F: 818.788.2992	Chen was a former manager of CTG. Chen may have knowledge of the following subjects: <ul style="list-style-type: none">• the services provided by CTG;• The relationship between CTG and the Blue Wolf Entities;• The decision-making process of CTG;• Payments made by CTG for the benefit of BW Piezo Holdings and CTGAM;• CTG's dealings with vendors; and• CTG's debts and liabilities.
---	--	---

8 See Ex. A at 4. The Blue Wolf Entities', however, provide the following description for this same person:
9

Lynn Chen Former CFO of Channel Technologies Group and BW Piezo Holdings, LLC	Operations of Channel Technologies Group
---	--

13 See Ex. B., the Blue Wolf Entities' Initial Disclosures at 4.
14

15 Moreover, the Blue Wolf Entities' disclosures are incomplete: despite relying on a report
16 prepared by David Oldham—which the Blue Wolf Entities' reference in this Stipulation and rely upon to
17 dispute the Trustee's claims—the Blue Wolf Entities have failed to identify Mr. Oldham as a witness
18 with discoverable information. “A party must make its initial disclosures ‘based on the information then
19 reasonably available to it.’ ” *Tatung Co. Ltd. v. Hsu*, Case No. SA CV 13-1743-DOC (ANx), 2016 WL
20 3475327, at *2 (C.D. Cal. Apr. 6, 2016) (citing Fed. R. Civ. P. 26(a)(1)(E)). The Trustee, at this time,
21 has identified witnesses likely to have information that Trustee may use to support its claims or defenses
22 based on the procedural posture of this case and on the information reasonably available to Trustee at this
23 time. It is the Blue Wolf Entities who have not complied.

24 In sum, the Blue Wolf Entities' complaints about the Trustee's disclosures under Rule
25 26(a)(1)(A)(i) are frivolous where not only has the Trustee identified fewer witnesses than the Blue Wolf
26 Entities, but the Trustee has also provided greater detail about the discoverable information each witness
27 may have knowledge of and may testify about at trial. To the extent the Court finds that the Trustee has
28 not strictly complied with the plain language of Rule 26(a)(1)(A)(i), the Trustee will amend its

1 disclosures to clarify that each of its 17 disclosed witnesses is “likely” to have discoverable information.

2
3 DATED: November 18, 2020 GREENBERG TRAURIG, LLP

4
5 By /s/ Howard J. Steinberg
Howard J. Steinberg
6 Attorneys for Defendants
7 BLUE WOLF CAPITAL PARTNERS, LLC
BLUE WOLF CAPITAL FUND II, L.P.
8 BLUE WOLF CAPITAL ADVISORS L.P.

9 DATED: November 18, 2020 LYNN PINKER HURST & SCHWEGMANN

10
11
12 By /s/ Jason Dennis
Jason Dennis
13 Attorneys for Plaintiff
14 CORPORATE RECOVERY ASSOCIATES, LLC

15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT B

1 Edward Jason Dennis
2 jdennis@lynllp.com
3 Samuel B. Hardy
shardy@lynllp.com
4 Christian A. Orozco
California State Bar No. 285723
5 corozco@lynllp.com
LYNN PINKER COX & HURST, LLP
6 2100 Ross Avenue, Suite 2700
Dallas, Texas 75201
(214) 981-3800 - Telephone
8 (214) 981-3839 - Facsimile

9 Special Litigation Counsel for Plaintiff

10 UNITED STATES BANKRUPTCY COURT
11 CENTRAL DISTRICT OF CALIFORNIA
12 NORTHERN DIVISION

13 In re

§ CASE NO. 9:16-BK-11912-DS

14 CHANNEL TECHNOLOGIES GROUP, LLC,
Debtor.

15 Chapter 11

16 CORPORATE RECOVERY ASSOCIATES,
LLC, as Trustee for the Liquidating Trust of
17 Channel Technologies Group, LLC,
Plaintiff,

18 ADV NO. 9:18-AP-01058-DS

19 v.

20 PLAINTIFF'S INITIAL
21 DISCLOSURES

22 BLUE WOLF CAPITAL PARTNERS, LLC, *et*
al.,
Defendants.

23
24 Preliminary Statement

25 As required by Rule 26(a)(1) of the Federal Rules of Civil Procedure, Plaintiff
26 Corporate Recovery Associates, LLC, as Trustee for The Liquidating Trust of
27 Channel Technologies Group, LLC (the "Trustee" or "Plaintiff") hereby makes the
28 following disclosures, based on the information currently and reasonably available.,
The Trustee does not represent that it is identifying every document, tangible thing,

1 or witness possibly relevant to this lawsuit. Rather, the Trustee's disclosures
2 represent a good faith effort to identify information that the Trustee, at this time,
3 reasonably believes may be used to support its claims or defenses, as required by
4 Rule 26(a)(1). Accordingly, these disclosures are made without prejudice to the
5 Trustee's right change or supplement these disclosures in the future, and without
6 prejudice to the Trustee's right to introduce at trial additional evidence, documents,
7 and witnesses as warranted by the development of facts underlying this lawsuit.
8

9 The Trustee also makes these disclosures subject to and without waiving its
10 right to withhold documents based on claims of privilege, including the attorney-
11 client and work product privileges, the party communication privilege, the
12 consulting expert privilege, or any other applicable privilege or immunity existing
13 under law. The Trustee intends to assert all applicable privileges and immunities
14 to discovery and is not waiving and does not intend to waive any such privileges or
15 immunities.
16

17 **1. The name and, if known, the address and telephone number
18 of each individual likely to have discoverable information—
19 along with the subjects of that information—that the Trustee
may use to support its claims or defenses, unless the use
would be solely for impeachment.**

Name	Subject
Richard Feferman c/o Jason Dennis Sam Hardy Lynn Pinker Cox & Hurst LLP 2100 Ross Avenue, Suite 2700 Dallas, Texas 75201 Phone: (214) 981-3800	Feferman is the Senior Manager Director of the Trustee. Feferman has knowledge of the following subjects: <ul style="list-style-type: none">• Documents received from CTG's Chief Restructuring Officer David Tiffany (the "CRO")• The condition of the books and records received from the CRO
Adam Blumenthal c/o Howard Steinberg steinbergh@gtlaw.com	Blumenthal is a manager of at least one of the Blue Wolf Entities.

1	GREENBERG TAURIG, LLP 1840 Century Park East, Suite 1900 Los Angeles, CA 90067 T: 310.586.7702 F: 310.586.7800	Blumenthal may have knowledge of the following subjects: <ul style="list-style-type: none">• the services provided by CTG;• The relationship between CTG and the Blue Wolf Entities;• The decision-making process of CTG;• Payments made by CTG for the benefit of BW Piezo Holdings and CTGAM;• CTG's dealings with vendors; and• CTG's debts and liabilities.
8	Pierre Chao c/o Howard Steinberg steinbergh@gtlaw.com Greenberg Taurig, LLP 1840 Century Park East, Suite 1900 Los Angeles, CA 90067 T: 310.586.7702 F: 310.586.7800	Chao was a former manager of CTG. Chao may have knowledge of the following subjects: <ul style="list-style-type: none">• the services provided by CTG;• The relationship between CTG and the Blue Wolf Entities;• The decision-making process of CTG;• Payments made by CTG for the benefit of BW Piezo Holdings and CTGAM;• CTG's dealings with vendors; and• CTG's debts and liabilities.
16	Christopher Holmes c/o Howard Steinberg steinbergh@gtlaw.com Greenberg Taurig, LLP 1840 Century Park East, Suite 1900 Los Angeles, CA 90067 T: 310.586.7702 F: 310.586.7800	Holmes was a former manager of CTG. Holmes may have knowledge of the following subjects: <ul style="list-style-type: none">• the services provided by CTG;• The relationship between CTG and the Blue Wolf Entities;• The decision-making process of CTG;• Payments made by CTG for the benefit of BW Piezo Holdings and CTGAM;• CTG's dealings with vendors; and• CTG's debts and liabilities.
24	David Oldham c/o Howard Steinberg steinbergh@gtlaw.com Greenberg Taurig, LLP 1840 Century Park East, Suite 1900 Los Angeles, CA 90067 T: 310.586.7702 F: 310.586.7800	Oldham was a former manager of CTG. Oldham may have knowledge of the following subjects: <ul style="list-style-type: none">• the services provided by CTG;• The relationship between CTG and the Blue Wolf Entities;• The decision-making process of CTG;• Payments made by CTG for the benefit of BW Piezo Holdings

	<ul style="list-style-type: none">and CTGAM;• CTG's dealings with vendors; and• CTG's debts and liabilities.
3 4 5 6 7 8 9 10	John Mei c/o Howard Steinberg steinbergh@gtlaw.com Greenberg Taurig, LLP 1840 Century Park East, Suite 1900 Los Angeles, CA 90067 T: 310.586.7702 F: 310.586.7800 Mei was a former manager of CTG. Mei may have knowledge of the following subjects: <ul style="list-style-type: none">• the services provided by CTG;• The relationship between CTG and the Blue Wolf Entities;• The decision-making process of CTG;• Payments made by CTG for the benefit of BW Piezo Holdings and CTGAM;• CTG's dealings with vendors; and• CTG's debts and liabilities.
11 12 13 14 15 16 17	Charles Miller c/o Howard Steinberg steinbergh@gtlaw.com Greenberg Taurig, LLP 1840 Century Park East, Suite 1900 Los Angeles, CA 90067 T: 310.586.7702 F: 310.586.7800 Miller was a former manager of CTG. Miller may have knowledge of the following subjects: <ul style="list-style-type: none">• the services provided by CTG;• The relationship between CTG and the Blue Wolf Entities;• The decision-making process of CTG;• Payments made by CTG for the benefit of BW Piezo Holdings and CTGAM;• CTG's dealings with vendors; and• CTG's debts and liabilities.
18 19 20 21 22 23 24 25	Lynn Chen c/o Steve McAndrew steve@kmcllp.com KAUFMAN MCANDREW LLP 16633 Ventura Boulevard, Suite 500 Encino, CA 91436 T: 818.788.5767 F: 818.788.2992 Chen was a former manager of CTG. Chen may have knowledge of the following subjects: <ul style="list-style-type: none">• the services provided by CTG;• The relationship between CTG and the Blue Wolf Entities;• The decision-making process of CTG;• Payments made by CTG for the benefit of BW Piezo Holdings and CTGAM;• CTG's dealings with vendors; and• CTG's debts and liabilities.
26 27 28	Mark Shaw c/o Timothy Trager ttrager@rppmh.com REICKER, PFAU, PYLE & MCROY LLP 1421 State Street, Suite B Santa Barbara, CA 93101 Shaw was a former manager of CTG. Shaw may have knowledge of the following subjects: <ul style="list-style-type: none">• the services provided by CTG;• The relationship between CTG and the Blue Wolf Entities;

1	T: 805.966.2440 F: 805.966.3320	<ul style="list-style-type: none">• The decision-making process of CTG;• Payments made by CTG for the benefit of BW Piezo Holdings and CTGAM;• CTG's dealings with vendors; and• CTG's debts and liabilities.
2	Kevin Ruelas c/o Zubin Farinpour eje@manningllp.com MANNING & KASS ELLROD RAMIREZ Trester LLP 801 S. Figueroa St., 16 th Floor Los Angeles, CA 90017 T: 213.624.6900 F: 213.624.6999	<p>Ruelas was a former manager of CTG.</p> <p>Ruelas may have knowledge of the following subjects:</p> <ul style="list-style-type: none">• the services provided by CTG;• The relationship between CTG and the Blue Wolf Entities;• The decision-making process of CTG;• Payments made by CTG for the benefit of BW Piezo Holdings and CTGAM;• CTG's dealings with vendors; and• CTG's debts and liabilities.
3	Arturo Ortega Unknown Contact Information	<p>Ortega was a former officer of CTG.</p> <p>Ortega may have knowledge of the following subjects:</p> <ul style="list-style-type: none">• the services provided by CTG;• The relationship between CTG and the Blue Wolf Entities;• The decision-making process of CTG;• Payments made by CTG for the benefit of BW Piezo Holdings and CTGAM;• CTG's dealings with vendors; and• CTG's debts and liabilities.
4	Ralph L. Phillips Unknown Contact Information	<p>Phillips was a former manager of CTG.</p> <p>Phillips may have knowledge of the following subjects:</p> <ul style="list-style-type: none">• the services provided by CTG;• The relationship between CTG and the Blue Wolf Entities;• The decision-making process of CTG;• Payments made by CTG for the benefit of BW Piezo Holdings and CTGAM;• CTG's dealings with vendors; and• CTG's debts and liabilities.
5	Pengdi Han Unknown Contact Information	<p>Han was a former manager of CTG.</p> <p>Han may have knowledge of the</p>

	<p>following subjects:</p> <ul style="list-style-type: none">• the services provided by CTG;• The relationship between CTG and the Blue Wolf Entities;• The decision-making process of CTG;• Payments made by CTG for the benefit of BW Piezo Holdings and CTGAM;• CTG's dealings with vendors; and• CTG's debts and liabilities.
Cheryl Hanna Unknown Contact Information	<p>Han was a former officer of CTG.</p> <p>Han may have knowledge of the following subjects:</p> <ul style="list-style-type: none">• the services provided by CTG;• The relationship between CTG and the Blue Wolf Entities;• The decision-making process of CTG;• Payments made by CTG for the benefit of BW Piezo Holdings and CTGAM;• CTG's dealings with vendors; and• CTG's debts and liabilities.
Harenjeet Narulla c/o Howard Steinberg steinbergh@gtlaw.com Greenberg Taurig, LLP 1840 Century Park East, Suite 1900 Los Angeles, CA 90067 T: 310.586.7702 F: 310.586.7800	<p>Narulla is a manager of at least one of the Blue Wolf Entities.</p> <p>Narulla may have knowledge of the following subjects:</p> <ul style="list-style-type: none">• the services provided by CTG;• The relationship between CTG and the Blue Wolf Entities;• The decision-making process of CTG;• Payments made by CTG for the benefit of BW Piezo Holdings and CTGAM;• CTG's dealings with vendors; and• CTG's debts and liabilities.
David Tiffany CR3 Partners, LLC 6171 W. Century Blvd., Suite 350 Los Angeles, CA 90045 T: (602) 799-7397 david.tiffany@cr3partners.com	<p>Tiffany is CTG's Chief Restructuring Officer.</p> <p>Tiffany may have knowledge of the following subjects:</p> <ul style="list-style-type: none">• the services provided by CTG; and• the maintenance of the business records of CTG.

2. **A copy—or a description by category and location—of all documents, electronically stored information, and tangible**

things that the Trustee has in its possession, custody, or control and may use to support its claims or defenses, unless the use would be solely for impeachment.

Upon assuming its role as Trustee, the Trustee received CTG's electronic data from the CRO, David Tiffany. This electronic data includes PST email files for its employees and CTG's electronic books and records (including accounting and plex data). This data is contained in two external hard drives and a thumb drive. The Trustee is ready to provide this information subject to the Court entering a protective order.

The Trustee also obtained 166 banker's boxes ("Storage Documents") from the CRO, David Tiffany. These Storage Documents were organized with an Index and reflect CTG's physical copies of books and records. The Index provides a box number, a date range, and a description. Each box also has clearly-marked label that corresponds with the Index. These Storage Documents are currently located in a storage unit in San Diego. The Trustee will provide a conference room to allow Defendants the ability to inspect the Storage Documents in a more comfortable space at a mutually agreeable date and time for the Plaintiff and Defendants.

In addition, the Trustee may use any documents or pleadings filed, produced, or otherwise exchanged in this matter to support its defenses. Other documents and information in the Trustee's possession, custody, or control and which support the Trustee's claims may be identified as discovery is conducted in this matter, in which case the Trustee's disclosures will be supplemented accordingly pursuant to Rule 26(e).

3. A computation of each category of damages claimed by the Trustee—who must also make available for inspection and

copying as under Rule 34 the documents or other evidentiary material, unless privileged or protected from disclosure, on which each computation is based, including materials bearing on the nature and extent of injuries suffered.

In March 2016, Blue Wolf sold CTG Advanced Materials for approximately \$73 million. Instead of returning to CTG the proceeds from the sale of assets of CTG Advanced Materials, Blue Wolf structured the transaction to have the purchaser, CTS Corporation, transfer the proceeds to the Blue Wolf Entities, CIT Bank, N.A., the Mezzanine Lenders, Pengdi Han, and to the Blue Wolf Entities' insiders as bonus payments. The transfers related to the sale of CTG Advanced Materials:

Date	Amount	Received Transfer/Beneficiary
On or about March 2016	\$37,134,772.79	CIT Bank, N.A.; OneWest Bank N.A.
On or about March 2016	\$7,264,770.39	Fidus Investment Corporation; Fidus Mezzanine Capital II, L.P.
On or about March 2016	\$7,263,263.90	Avante Mezzanine Partners SBIC, LP
On or about March 2016	\$1,340.39	Avante Mezzanine Partners II, Inc.
On or about March 2016	\$1,515,005.70	CTG Advanced Materials
On or about March 2016	\$26,000.00	Pengdi Han; DHAN, LLC
On or about	\$16,612,424.11	Blue Wolf Fund II, L.P.

1	March		
2	2016		

3 The subsequent transfers related to the sale of CTG Advanced Materials:

Date	Amount	Received Transfer/Beneficiary
On or about March 2016	\$2,303,366.24	Pengdi Han; DHAN, LLC
On or about March 2016	\$633,872.00	Blue Wolf Capital Partners, LLC
On or about March 2016	\$752,245.09	Gladstone Investment Corporation
On or about March 2016	\$1,340.39	Avante Mezzanine Partners II, Inc.
On or about March 2016	\$199,861.70	Fidus Investment Corporation; Fidus Mezzanine Capital II, L.P.
On or about March 2016	\$199,861.70	Avante Mezzanine Partners SBIC, LP; Avante Mezzanine Partners II, Inc.

20 In addition, CTG, through its officers, employees, and agents made the
21 following transfers and incurred the following obligations:

Date	Total Amount	Received Transfers	Beneficiary
1/25/2013 – 4/30/2017	\$1,177,135.85	Grant Thornton, LLP	Blue Wolf Entities; CTG Advanced Materials, LLC

1	12/20/201	\$789,579.14	Holland	Blue Wolf
2	2— 9/30/2016		& Knight	Entities CTG Advanced Materials, LLC
3	12/20/201	\$1,959,987.31	Fidus	Blue Wolf
4	3— 12/31/201		Investme	Entities; CTG
5	5		nt Corporat	Advanced Materials, LLC
6	12/3/2012	\$2,731,668.15	Gladston	Blue Wolf
7	— 6/10/2016		e	Entities; CTG
8			Investme	Advanced Materials, LLC
9			nt Corporat	
10	12/11/201	\$50,000.00	Raymon	Blue Wolf
11	5		d James	Entities; CTG
12			&	Advanced Materials, LLC
13			Associat	
14			es, Inc.	
15	12/19/201	\$1,957,300.44	Avante	Blue Wolf
16	3— 2/18/2016		Mezzani	Entities; CTG
17			ne	Advanced Materials, LLC
18			Partners	
19			SBIC,	
20			LP;	
21			Avante	
22			Mezzani	
23			ne	
24			Partners	
25			II, Inc.	
26	1/10/2013	\$1,984,330.21	Blue	Blue Wolf
27	— 5/13/2016		Wolf	Entities; CTG
28			Capital	Advanced Materials, LLC
			Partners	
			, LLC	

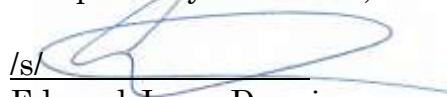
1	7/24/2013	\$18,752,915.4	CIT	Blue Wolf
2	—	2	Bank, N.A.;	Entities;
3	10/28/201		OneWest	CTG
4	4		Bank	Advanced
			N.A.	Materials, LLC
5	5/31/2013	\$9,409,002.23	CIT	Blue Wolf
6	—		Bank, N.A.;	Entities
7	2/25/2016		OneWest	CTG
8			Bank	Advanced
9			N.A.	Materials, LLC; Electro
10	4/3/2015	\$36,995.00	Duff &	Optical
11			Phelps, LLC	Industries
12				
13				
14	3/11/2015	\$165,365.86	McDerm	Blue Wolf
15	—		ott Will	Entities;
16	5/26/2016		&	CTG
17			Emery, LLP	Advanced
				Materials, LLC

18 4. **Attach for inspection and copying as under Fed. R. Civ. P. 34**
19 **any insurance agreement under which an insurance**
20 **business may be liable to satisfy all or part of a possible**
21 **judgment in the action or to indemnify or reimburse for**
22 **payments made to satisfy the judgment.**

23
24 The Trustee is not aware of any at this time.

25 DATED: January 21, 2020

Respectfully submitted,


/s/

Edward Jason Dennis

Texas State Bar No. 24045776

jdennis@lynllp.com

Samuel B. Hardy

Texas State Bar No.

shardy@lynllp.com

Christian A. Orozco

1 California State Bar No. 285723
2 corozco@lynllp.com
3 **LYNN PINKER COX & HURST, LLP**
4 2100 Ross Avenue, Suite 2700
Dallas, Texas 75201
(214) 981-3800 - Telephone
(214) 981-3839 - Facsimile

5 Special Litigation Counsel for
6 Corporate Recovery Associates, LLC,
7 Trustee for the Liquidating Trust of
8 Debtor Channel Technologies Group, LLC

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **PROOF OF SERVICE**
2

3 **STATE OF TEXAS, COUNTY OF DALLAS**
4

5 I am employed in the County of Dallas, State of Texas. I am over the age of
6 18 and not a party to the within action; my business address is 2100 Ross Avenue,
7 Suite 2700, Dallas, Texas 75201.

8 On January 21, 2020, I caused the document described below as **PLAINTIFF'S**
9 **INITIAL DISCLOSURES** to be served on all interested parties in this action via
10 email:
11

12 **SEE ATTACHED SERVICE LIST**
13

14 **(BY MAIL)** I caused such envelope(s) fully prepaid to be placed in the United
15 States Mail at Dallas, Texas. I am "readily familiar" with the firm's practice of
16 collection and processing correspondence or mailing. Under that practice it would
17 be deposited with the U.S. Postal Service on that same day with postage thereon
18 fully prepaid at Dallas, Texas in the ordinary course of business. I am aware that
19 on motion of the party served, service is presumed invalid if postal cancellation date
20 or postage meter date is more than one day after date of deposit for mailing in
21 affidavit.

22 **(BY OVERNIGHT-FEDERAL EXPRESS)** I caused said document(s) to be
23 picked up by U.S. Federal Express Services for overnight delivery to the offices of
24 the addressees listed on the Service List.

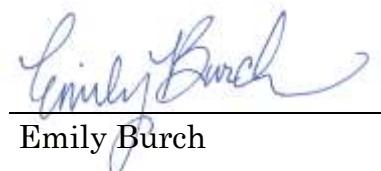
25 **(BY PERSONAL SERVICE)** I caused to be delivered such document by
26 hand to the above-identified recipient through the use of First Legal Attorney
27 Service whose address is: 1517 West Beverly Boulevard, Los Angeles, CA 90026,
28 and whose telephone number is (213) 250-1111.

29 **(BY FACSIMILE)** I caused said document(s) to be telephonically
30 transmitted to each addressee's telecopier (Fax) number as noted.

31 **(BY ELECTRONIC MAIL)** I caused said document(s) to be served via
32 electronic transmission to each addressee's electronic mail address(es) as noted on
33 the attached Service List.

34 I declare under penalty of perjury under the laws of the State of California that the
35 above is true and correct.

36 Executed on January 21, 2020, at Dallas, Texas.


37 Emily Burch
38

39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557
558
559
5510
5511
5512
5513
5514
5515
5516
5517
5518
5519
5520
5521
5522
5523
5524
5525
5526
5527
5528
5529
5530
5531
5532
5533
5534
5535
5536
5537
5538
5539
5540
5541
5542
5543
5544
5545
5546
5547
5548
5549
55410
55411
55412
55413
55414
55415
55416
55417
55418
55419
55420
55421
55422
55423
55424
55425
55426
55427
55428
55429
55430
55431
55432
55433
55434
55435
55436
55437
55438
55439
55440
55441
55442
55443
55444
55445
55446
55447
55448
55449
55450
55451
55452
55453
55454
55455
55456
55457
55458
55459
55460
55461
55462
55463
55464
55465
55466
55467
55468
55469
55470
55471
55472
55473
55474
55475
55476
55477
55478
55479
55480
55481
55482
55483
55484
55485
55486
55487
55488
55489
55490
55491
55492
55493
55494
55495
55496
55497
55498
55499
554100
554101
554102
554103
554104
554105
554106
554107
554108
554109
554110
554111
554112
554113
554114
554115
554116
554117
554118
554119
554120
554121
554122
554123
554124
554125
554126
554127
554128
554129
554130
554131
554132
554133
554134
554135
554136
554137
554138
554139
554140
554141
554142
554143
554144
554145
554146
554147
554148
554149
554150
554151
554152
554153
554154
554155
554156
554157
554158
554159
554160
554161
554162
554163
554164
554165
554166
554167
554168
554169
554170
554171
554172
554173
554174
554175
554176
554177
554178
554179
554180
554181
554182
554183
554184
554185
554186
554187
554188
554189
554190
554191
554192
554193
554194
554195
554196
554197
554198
554199
554200
554201
554202
554203
554204
554205
554206
554207
554208
554209
554210
554211
554212
554213
554214
554215
554216
554217
554218
554219
554220
554221
554222
554223
554224
554225
554226
554227
554228
554229
554230
554231
554232
554233
554234
554235
554236
554237
554238
554239
554240
554241
554242
554243
554244
554245
554246
554247
554248
554249
554250
554251
554252
554253
554254
554255
554256
554257
554258
554259
554260
554261
554262
554263
554264
554265
554266
554267
554268
554269
554270
554271
554272
554273
554274
554275
554276
554277
554278
554279
554280
554281
554282
554283
554284
554285
554286
554287
554288
554289
554290
554291
554292
554293
554294
554295
554296
554297
554298
554299
554300
554301
554302
554303
554304
554305
554306
554307
554308
554309
554310
554311
554312
554313
554314
554315
554316
554317
554318
554319
554320
554321
554322
554323
554324
554325
554326
554327
554328
554329
554330
554331
554332
554333
554334
554335
554336
554337
554338
554339
5543310
5543311
5543312
5543313
5543314
5543315
5543316
5543317
5543318
5543319
55433100
55433101
55433102
55433103
55433104
55433105
55433106
55433107
55433108
55433109
55433110
55433111
55433112
55433113
55433114
55433115
55433116
55433117
55433118
55433119
554331100
554331101
554331102
554331103
554331104
554331105
554331106
554331107
554331108
554331109
554331110
554331111
554331112
554331113
554331114
554331115
554331116
554331117
554331118
554331119
5543311100
5543311101
5543311102
5543311103
5543311104
5543311105
5543311106
5543311107
5543311108
5543311109
5543311110
5543311111
5543311112
5543311113
5543311114
5543311115
5543311116
5543311117
5543311118
5543311119
55433111100
55433111101
55433111102
55433111103
55433111104
55433111105
55433111106
55433111107
55433111108
55433111109
55433111110
55433111111
55433111112
55433111113
55433111114
55433111115
55433111116
55433111117
55433111118
55433111119
554331111100
554331111101
554331111102
554331111103
554331111104
554331111105
554331111106
554331111107
554331111108
554331111109
554331111110
554331111111
554331111112
554331111113
554331111114
554331111115
554331111116
554331111117
554331111118
554331111119
5543311111100
5543311111101
5543311111102
5543311111103
5543311111104
5543311111105
5543311111106
5543311111107
5543311111108
5543311111109
5543311111110
5543311111111
5543311111112
5543311111113
5543311111114
5543311111115
5543311111116
5543311111117
5543311111118
5543311111119
55433111111100
55433111111101
55433111111102
55433111111103
55433111111104
55433111111105
55433111111106
55433111111107
55433111111108
55433111111109
55433111111110
55433111111111
55433111111112
55433111111113
55433111111114
55433111111115
55433111111116
55433111111117
55433111111118
55433111111119
554331111111100
554331111111101
554331111111102
554331111111103
554331111111104
554331111111105
554331111111106
554331111111107
554331111111108
554331111111109
554331111111110
554331111111111
554331111111112
554331111111113
554331111111114
554331111111115
554331111111116
554331111111117
554331111111118
554331111111119
5543311111111100
5543311111111101
5543311111111102
5543311111111103
5543311111111104
5543311111111105
5543311111111106
5543311111111107
5543311111111108
5543311111111109
5543311111111110
5543311111111111
5543311111111112
5543311111111113
5543311111111114
5543311111111115
5543311111111116
5543311111111117
5543311111111118
5543311111111119
55433111111111100
55433111111111101
55433111111111102
55433111111111103
55433111111111104
55433111111111105
55433111111111106
55433111111111107
55433111111111108
55433111111111109
55433111111111110
55433111111111111
55433111111111112
55433111111111113
55433111111111114
55433111111111115
55433111111111116
55433111111111117
55433111111111118
55433111111111119
554331111111111100
554331111111111101
554331111111111102
554331111111111103
554331111111111104
554331111111111105
554331111111111106
554331111111111107
554331111111111108
554331111111111109
554331111111111110
554331111111111111
554331111111111112
554331111111111113
554331111111111114
554331111111111115
554331111111111116
554331111111111117
554331111111111118
554331111111111119
5543311111111111100
5543311111111111101
5543311111111111102
5543311111111111103
5543311111111111104
5543311111111111105
5543311111111111106
5543311111111111107
5543311111111111108
5543311111111111109
5543311111111111110
5543311111111111111
5543311111111111112
5543311111111111113
5543311111111111114
5543311111111111115
5543311111111111116
5543311111111111117
5543311111111111118
5543311111111111119
55433111111111111100
55433111111111111101
55433111111111111102
55433111111111111103
55433111111111111104
55433111111111111105
55433111111111111106
55433111111111111107
55433111111111111108
55433111111111111109
55433111111111111110
55433111111111111111
55433111111111111112
55433111111111111113
55433111111111111114
55433111111111111115
55433111111111111116
55433111111111111117
55433111111111111118
55433111111111111119
554331111111111111100
554331111111111111101
554331111111111111102
554331111111111111103
554331111111111111104
554331111111111111105
554331111111111111106
554331111111111111107
554331111111111111108
554331111111111111109
554331111111111111110
554331111111111111111
554331111111111111112
554331111111111111113
554331111111111111114
554331111111111111115
554331111111111111116
554331111111111111117
554331111111111111118
554331111111111111119
5543311111111111111100
5543311111111111111101
5543311111111111111102
5543311111

1 **SERVICE LIST**
2 **United States Bankruptcy Court**
3 **Central District of California, Northern Division**
4 **Case No. 9:16-BK-11912-DS**
5 **Adv. No. 9:19-AP-01058-DS**

6 Howard J. Steinberg
7 steinbergh@gtlaw.com
8 GREENBERG TRAURIG, LLP
9 1840 Century Park East, Suite
10 1900
11 Los Angeles, California 90067-2121

12 **Attorneys for Defendants**
13 **Blue Wolf Capital Partners,
14 LLC,**
15 **Blue Wolf Capital Fund II, L.P.,**
16 **Blue Wolf Capital Advisors**
17 **L.P., and BW Piezo Holdings,
18 LLC**

19 Cheryl S. Chang
20 Chang@Blankrome.com
21 Craig N. Haring
22 charing@blankrome.com
23 BLANK ROME LLP
24 2029 Century Park East, Sixth
25 Floor
26 Los Angeles, California 90067

27 **Attorneys for Gladstone**
28 **Investment Corporation**

29 Ian Landsberg
30 ilandsberg@sklarkirsch.com
31 SKLAR KIRSCH, LLP
32 1880 Century Park East, Ste. 300
33 Los Angeles, California 90067

34 **Attorney for Grant Thornton,
35 LLP**

36 Brian L. Davidoff
37 bdavidoff@greenbergglusker.com
38 Keith Patrick Banner
39 kbanner@greenbergglusker.com
40 GREENBERG GLUSKER, ET AL.
41 1900 Ave of the Stars 21st Floor
42 Los Angeles, California 90067

43 **Attorneys for Defendants**
44 **Avante Mezzanine Partners II,
45 Inc., Avante Mezzanine**
46 **Partners SBIC, LP, Fidus**
47 **Investment Corporation, and**
48 **Fidus Mezzanine Capital II,
49 L.P.**

50 Brian L. Davidoff
51 bdavidoff@greenbergglusker.com
52 Keith Patrick Banner
53 kbanner@greenbergglusker.com
54 GREENBERG GLUSKER, ET AL.
55 1900 Ave of the Stars 21st Floor
56 Los Angeles, California 90067

57 **Attorneys for Defendants**
58 **Avante Mezzanine Partners II,
59 Inc., Avante Mezzanine**
60 **Partners SBIC, LP, Fidus**
61 **Investment Corporation, and**
62 **Fidus Mezzanine Capital II,
63 L.P.**

64 Jonathan Boustani
65 jboustani@btlaw.com
66 BARNES & THORNBURG LLP
67 2029 Century Park East, Ste. 300
68 Los Angeles, CA 90067

69 **Attorney CTG Advanced**
70 **Materials, LLC and CTS**
71 **Corporation**

1 Peter J. Benvenutti
2 pbenvenutti@kellerbenvenutti.com
3 KELLER & BENVENUTTI LLP
4 One Montgomery Tower, Ste. 2200
5 San Francisco, California 94104

6 ~ and ~

7 Tobias S. Keller
8 tkeller@kellerbenvenutti.com
9 KELLER & BENVENUTTI LLP
10 555 California St., 26th Floor
11 San Francisco, California 94104

12 ~ and ~

13 David A. Taylor
14 david@taylorstrategic.com
15 TAYLOR STRATEGIC PC
16 411 Borel Ave., Ste. 310
17 San Mateo, California 94402

18
19
20
21
22
23
24
25
26
27
28

**14 Attorneys for Electro Optical
15 Industries**

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

A true and correct copy of the foregoing document entitled (*specify*): _____

will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (date) _____, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (date) _____, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (date) _____, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Date

Printed Name

Signature

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

PROOF OF SERVICE OF DOCUMENT

ATTACHMENT PAGE

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF)

- **Jonathan Boustani** jboustani@btlaw.com
- **Cheryl S Chang** Chang@Blankrome.com, Hno@BlankRome.com
- **Edward J Dennis** , eburch@lynllp.com;srusso@lynllp.com
- **Craig N Haring** charing@blankrome.com
- **Paul J Laurin** plaurin@btlaw.com, slmoore@btlaw.com;jboustani@btlaw.com
- **Andrew B Levin** alevin@wcghlaw.com,
Meir@virtualparalegalservices.com;pj@wcghlaw.com;jmartinez@wcghlaw.com
- **Christian A Orozco** christian.a.orozco@usdoj.gov
- **Christopher O Rivas** crivas@reedsmith.com, chris-rivas-8658@ecf.pacerpro.com
- **Howard Steinberg** steinbergh@gtlaw.com, pearsallt@gtlaw.com;laik@gtlaw.com
- **United States Trustee (ND)** ustpregion16.nd.ecf@usdoj.gov